



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

August 24, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**PUBLIC HEARING AND
SALE OF COUNTY-OWNED PARK SURPLUS REAL PROPERTY
KNOLLWOOD GOLF COURSE
(FIFTH DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County-owned real property, as shown on the map and legally described in Attachment A, is no longer necessary for County or other public purposes.
2. Find that the proposed sale of the surplus real property is categorically exempt from the California Environmental Quality Act (CEQA).

IT IS RECOMMENDED THAT, AFTER PUBLIC HEARING, YOUR BOARD:

1. Find that the financial compensation offered by A.C. & K.L. Sabino 2002 Trust (Buyer) in the amount of \$7,700 complies with the requirements of Public Resources Code (PRC) Section 5405.
2. Find that the County has complied with the requirements of PRC Section 5405 in determining the amount of compensation offered to the County.

3. Approve the sale of the County's right, title and interest in the property located adjacent to the Knollwood Golf Course on Catenia Drive, Granada Hills, to the adjoining landowner for \$7,700; and instruct the Chairman to sign the attached sale and purchase agreement (Attachment B) and quitclaim deed (Attachment C) which have been approved as to form by County Counsel.
4. Instruct the Auditor-Controller to deposit all of the proceeds paid by Buyer into the Knollwood Golf Course Capital Improvement Fund (SH8) in compliance with PRC Section 5404 and as directed by the Chief Administrative Office (CAO).
5. Approve the use of the funds received for improvements at the Knollwood Golf Course in lieu of the acquisition of substitute park land and facilities pursuant to PRC Section 5404.
6. Approve Amendment No. 2 to Lease Agreement No. 64486 to remove the subject property from the Knollwood Golf Course operating agreement between the County and American Golf Corporation and instruct the Chairman to sign the attached amendment (Attachment D).
7. Authorize the CAO to execute any other documents necessary to complete the sale transaction, upon approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the direct sale of, and convey title to unimproved surplus County-owned real property on Catenia Drive for \$7,700 as authorized by Government Code Section 25526.5.

The subject property is considered part of the land area comprising the County owned Knollwood Golf Course. However, this parcel is excess to the golf operation.

The Honorable Board of Supervisors
August 24, 2004
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The Department of Parks and Recreation (Parks), together with the CAO, have evaluated the sale of this surplus property and Buyer's offer of compensation and have concluded that the amount of compensation offered by the Buyer meets the requirements of PRC Section 5405 and that the sale of the subject property will have no impact upon the ongoing golf operation.

Per the terms of a 1991 agreement to operate the Knollwood Golf Course between the County and American Golf, any changes in the land area must be reflected in the agreement. The attached amendment will confirm the sale of the subject property in accordance with that agreement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with beneficial and responsive services (Goal 1). In support of this goal of service excellence, the sale of the subject property will provide funds that can be invested into the Knollwood Golf Course to enhance the golfing experience of patrons.

FISCAL IMPACT/FINANCING

The total compensation offered by the Buyer is \$7,700. The total compensation from the sale will be deposited into the Knollwood Golf Course Capital Improvement Fund (SH8).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Knollwood Golf Course is an 18 hole, par 72 course, comprising 155 acres of land area. The subject property is a 3,652 square foot irregularly shaped strip of land consisting of mostly slope.

The Honorable Board of Supervisors
August 24, 2004
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Section 5406 of the PRC provides that, upon receiving an offer of compensation for the acquisition of a park, the legislative body of the entity operating the park may enter into an agreement with the entity acquiring the park to the effect that the acquiring entity has complied with the requirements of Section 5405 of the PRC in determining the amount of compensation which has been offered. Such agreement may be entered into only after a public hearing.

PRC Section 5405 provides that the amount of compensation which must be paid for the acquisition of park land must be equal to the cost of acquiring substitute park land of comparable characteristics and of substantially equal size located in an area which would allow for use of the substitute park land and facilities by generally the same persons who used the existing park land and facilities, and the cost of acquiring substitute facilities of the same type and number, plus the cost of development of such substitute park land, including the placing of such substitute facilities thereon.

Based on an appraisal of the property submitted by Buyer, the CAO has determined that the amount of compensation offered meets the above-described criteria required by PRC Section 5405.

Furthermore, PRC Section 5404 provides that if less than 10 percent of the park land, but not more than one acre, is acquired, the entity operating the park may, instead of acquiring substitute park land and facilities, improve the facilities and park land remaining using the funds received for this purpose, after holding a public hearing on the matter and upon a majority vote of its legislative body. Parks recommends, and the CAO concurs, that the proceeds from this transaction should be used to improve the remainder of the Knollwood Golf Course, rather than for the purchase of substitute park land and facilities. For this reason, the funds are being deposited into the Knollwood Golf Course Capital Improvement Fund (SH8) rather than the Asset Development Implementation Fund per usual County policy.

The Honorable Board of Supervisors

August 24, 2004

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A public notice of the proposed acquisition, including the area proposed to be acquired, the amount of compensation offered and a statement that the proceeds will be used for Golf Course improvements was posted on the property for 45 days.

As required by Government Code Section 65402, the proposed sale was submitted to the City of Los Angeles Planning Department for a report on the conformity with the applicable general plan. There was no response received.

County Counsel has reviewed the sale and purchase agreement; the amendment and; the quitclaim deed related to the conveyance and have approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended action is categorically exempt under the Guidelines for the Implementation of CEQA in accordance with Section 15312(b)(1) and Class 12 (b)(1) of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the property is of such size, shape, or inaccessibility that it is incapable of independent development or use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

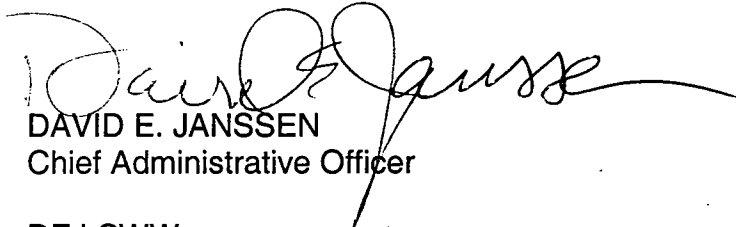
There will not be any impact on current services since the subject property is surplus to the operation of the Knollwood Golf Course.

The Honorable Board of Supervisors
August 24, 2004
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing. Additionally, please forward a copy of the adopted, stamped Board letter to Parks, Planning Division, 510 South Vermont Avenue, 2nd Floor, Los Angeles, CA 90020.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CK:cc

Attachments (4)

c: County Counsel
Auditor-Controller
Department of Parks & Recreation

Knollwood.b

ATTACHMENT “A”

LEGAL DESCRIPTION

Catenia Drive

Legal Description

That portion of Lot 127, of Tract No. 22829, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 620, Pages 71 to 78, inclusive, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southwesterly terminus of that certain course in the Northerly line of said Lot 127 having a bearing of South 39° 35' 17" West and a length of 674.76'; thence along said Northerly line of said Parcel 127, North 39° 35' 17" East 73.00 feet to the true point of beginning; said point also being the Southwest corner of Lot 17, of Tract No. 22826, as per Map recorded in Book 666, Pages 94 to 96, inclusive, of Maps; thence South 20° 49' 47" East 19.42 feet; thence North 45° 59' 50" East 103.41 feet; thence North 26° 08' 51" East 40.12 feet; thence North 20° 06' 10" East 40.15 feet; thence North 50° 25' 58" West 5.79 feet to the most Westerly corner of said Lot 17 of said Tract No. 22826; thence Southwesterly along the common line of said Tract No. 22826 and Tract No. 22829 170.00 feet to the true point of beginning.

Total area of this described land is 3,652.36 square feet.

Prepared by:

Rich Almack, Land Surveyor
21911 Martinez Street
Woodland Hills, CA 91364-1710
818-703-7141 FAX 703-7198

ATTACHMENT “B”

SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2004, by and between **COUNTY OF LOS ANGELES** ("Seller"), and the A.C. & K.L. Sabino 2002 Trust ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property described in Exhibit A, attached hereto and incorporated herein, and located adjacent to 12202 Catenia Drive in the City of Los Angeles, County of Los Angeles, State of California hereinafter referred to as the "Property". Buyer executed a previous sale and purchase agreement which was undated, regarding the Property and deposited its check in the amount of \$2,500 in compliance therewith. Seller did not execute the previous sale and purchase agreement and this Agreement supersedes it in every respect.

Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00), payable by Buyer to Seller as follows:

a) \$2,500 paid as check no. 169 dated 5/13/03 which shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

b) Remaining balance to be paid in full on September 8, 2004, which is one (1) business day prior to the conveyance of the Property in accordance with Section 4.

Payments will be by certified check made payable to the County of Los Angeles.

Buyer and Seller agree that the purchase price meets the requirements of section 5405 of the Public Resources Code in that the amount of compensation is equal to the cost of acquiring substitute park land of comparable characteristics and of substantially equal size located in an area which would allow for use of the substitute park land and facilities by generally the same persons who use the existing park land and facilities, and the cost of acquiring substitute facilities of the same type and number, plus the cost of development of such substitute park land, including the placing of such substitute facilities thereon.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed, subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any, and c) that subsequent to the closing date, Buyer, its heirs, successors and assigns, shall seek County's approval prior to construction of landscaping improvements or fence modifications ("Modifications") on the Property as provided in the quitclaim deed attached hereto and incorporated by reference as Exhibit B, (the "Deed"). Seller shall convey the Property on or before the latter of (i) September 9, 2004, or (ii) a date occurring fifteen (15) days after the County of Los Angeles Board of Supervisors approves the sale of the Property.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the suitability of title to the Property. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the deposit as a result of Buyer's default.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: A.C. & K.L. Sabino 2002 Trust.

Upon request from Seller, Buyer shall immediately remit a check payable to the County of Los Angeles in an amount equal to the documentary transfer taxes, recording fees and any other fees customarily collected by the Registrar/Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the following address: 12202 Catenia Drive, Granada Hills, CA 91344.

8. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property:

None

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in that condition.

9. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

10. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

11. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

13. Assignment. Buyer shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

14. Notices. All notices, demands and requests under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Carlos Brea, Manager
Property Management

Buyer: Anthony Sabino
12202 Catenia Drive
Granada Hills, CA 91344

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

16. Seller's Remedies. In the event of Buyer's failure to purchase the Property as set forth herein, Seller shall have all remedies in law and equity, and shall be entitled to enforce this contract and to obtain the benefit of the bargain contained herein. The retention by Seller of the down payment to set off damages based on the cost of the sale shall not be deemed a waiver or relinquishment of any other remedies.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

20. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

21. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

22. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

23. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

"BUYER"

A.C. & K.L. SABINO 2002 TRUST

By: 
Anthony Sabino, Trustee

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

"SELLER"

COUNTY OF LOS ANGELES

ATTEST:

Violet Varona-Lukens
Executive Officer – Clerk of the
Board of Supervisors

By: _____
Don Knabe, Chairman

By: _____
Deputy

APPROVED AS TO FORM:

County Counsel

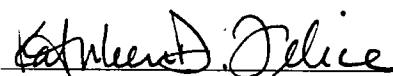
By: 
Deputy

EXHIBIT A

Legal Description

That portion of Lot 127, of Tract No. 22829, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 620, Pages 71 to 78, inclusive, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southwesterly terminus of that certain course in the Northerly line of said Lot 127 having a bearing of South 39° 35' 17" West and a length of 674.76'; thence along said Northerly line of said Parcel 127, North 39° 35' 17" East 73.00 feet to the true point of beginning; said point also being the Southwest corner of Lot 17, of Tract No. 22826, as per Map recorded in Book 666, Pages 94 to 96, inclusive, of Maps; thence South 20° 49' 47" East 19.42 feet; thence North 45° 59' 50" East 103.41 feet; thence North 26° 08' 51" East 40.12 feet; thence North 20° 06' 10" East 40.15 feet; thence North 50° 25' 58" West 5.79 feet to the most Westerly corner of said Lot 17 of said Tract No. 22826; thence Southwesterly along the common line of said Tract No. 22826 and Tract No. 22829 170.00 feet to the true point of beginning.

Total area of this described land is 3,652.36 square feet.

Prepared by:

Rich Almack, Land Surveyor
21911 Martinez Street
Woodland Hills, CA 91364-1710
818-703-7141 FAX 703-7198

Exhibit B

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Anthony Sabino
12202 Catenia Drive
Granada Hills, CA 91344-1826

Space above this line for Recorder's use _____

TAX PARCELS: 2609 001 904 (portion)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$ _____

CITY OF _____ \$ _____

TOTAL TAX \$ _____

___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
___ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES, a body corporate and politic**, (the "County") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

A. C. & K. L. SABINO 2002 TRUST

all of the County's right, title and interest in and to the described real property, attached hereto as Exhibit A and incorporated herein by reference, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- Grantee, its heirs, successors, and assigns, (the "Buyer"), shall seek County's approval prior to construction of landscaping improvements or fence modifications ("Modifications") on the Property. Buyer, prior to commencing the Modifications, shall send via US Mail a certified letter, to County of Los Angeles, Chief Administrative Office, 222 South Hill Street, Los Angeles, 90012, attention Director of Real Estate, with a copy to Department of Parks and Recreation, Golf Division, 433 South Vermont Avenue, Los Angeles, CA 90020, or such other address as provided by County, requesting County's approval. Said letter shall include a plan of all Modifications in sufficient detail so that County can make an informed decision ("Plan"). County agrees that in the event such request is not approved or denied within 30 days of the date County receives the written request and Plan, then such request shall be automatically approved.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Don Knabe
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2004, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

County Counsel

By 
Deputy

(deed).1

Exhibit A

Legal Description

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Total area of this described land is 3,652.36 square feet.

Prepared by:

Rich Almack, Land Surveyor
21911 Martinez Street
Woodland Hills, CA 91364-1710
818-703-7141 FAX 703-7198

ATTACHMENT "C"

QUITCLAIM DEED

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Anthony Sabino
12202 Catenia Drive
Granada Hills, CA 91344-1826

Space above this line for Recorder's use _____

TAX PARCELS: 2609 001 904 (portion)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$ _____

CITY OF _____ \$ _____

TOTAL TAX \$ _____

___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
___ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES, a body corporate and politic**, (the "County") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

A. C. & K. L. SABINO 2002 TRUST

all of the County's right, title and interest in and to the described real property, attached hereto as Exhibit A and incorporated herein by reference, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. Grantee, its heirs, successors, and assigns, (the "Buyer"), shall seek County's approval prior to construction of landscaping improvements or fence modifications ("Modifications") on the Property. Buyer, prior to commencing the Modifications, shall send via US Mail a certified letter, to County of Los Angeles, Chief Administrative Office, 222 South Hill Street, Los Angeles, 90012, attention Director of Real Estate, with a copy to Department of Parks and Recreation, Golf Division, 433 South Vermont Avenue, Los Angeles, CA 90020, or such other address as provided by County, requesting County's approval. Said letter shall include a plan of all Modifications in sufficient detail so that County can make an informed decision ("Plan"). County agrees that in the event such request is not approved or denied within 30 days of the date County receives the written request and Plan, then such request shall be automatically approved.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Don Knabe
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2004, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____

APPROVED AS TO FORM:

County Counsel

By 
Deputy

Exhibit A

Legal Description

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Prepared by:

Rich Almack, Land Surveyor
21911 Martinez Street
Woodland Hills, CA 91364-1710
818-703-7141 FAX 703-7198

ATTACHMENT “D”

AMENDMENT

**AMENDMENT NO. 2 TO LEASE AGREEMENT NO. 64486 FOR THE
OPERATION AND MAINTENANCE OF KNOLLWOOD COUNTY GOLF COURSE**

This Amendment No. 2 to Lease Agreement No. 64486, made and entered into this
_____ day of _____, 2004,

by and between

COUNTY OF LOS ANGELES, a
body corporate and politic, hereinafter
referred to as "County",

and

AMERICAN GOLF CORPORATION, a
California corporation, hereinafter referred
to as "Lessee",

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into County lease agreement Number 64486 (hereinafter: the "Lease") on February 12, 1991, for the operation and maintenance of Knollwood County Golf Course; and

WHEREAS, Lessee and County are in agreement that a small parcel of the current golf course property (hereinafter: the "Property") is required to be deleted from the golf course lease in order to accommodate the County's proposed real estate transaction (hereinafter: the "Transaction") with a third party owning private property contiguous to said golf course; and

WHEREAS, Lessee has agreed to amend the golf course lease to delete the Property consisting of a parcel of land approximately 3,652 square feet in size in order to cooperate with the Transaction;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

1. LESSEE'S RELEASE OF CONTROL OF GOLF COURSE PROPERTY

1.01 The parties hereto acknowledge and agree that it is the intent of the County to enter into the Transaction of the Property as shown on Exhibit A attached hereto and by this reference incorporated herein. The Lessee is willing to delete said parcel of land totaling approximately 3,652 square feet from its demised premises in the Lease in order to accommodate the Transaction. Lessee hereby releases its control of said parcel, and is released from its lease obligations with respect to the subject parcel.

1.02 In the event the Transaction is not concluded with a permanent transfer of the Property to a third party; or the Transaction is completed, however the third party either voluntarily releases, or is required to release its control of the Property during the term of the Lease, the Lessee agrees to amend the Lease in order to again include said Property as a part of its demised premises.

2. RATIFICATION

2.01 All other terms, conditions, covenants and promises of the Lease not affected by the provisions of this Amendment shall remain in full force and effect and are hereby reaffirmed.

3. EFFECTIVE DATE

3.01 The effective date this Amendment shall be the date of approval hereof by the County's Board of Supervisors.

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IN WITNESS WHEREOF, the Lessee has executed this Amendment, and the County, by order of its Board of Supervisors has caused this Amendment Number 2 to Lease Agreement Number 64486 to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board thereof on the day, month and year first hereinabove written.

LESSEE
AMERICAN GOLF CORPORATION

By Paul Major
Title Paul Major
Executive Vice President

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

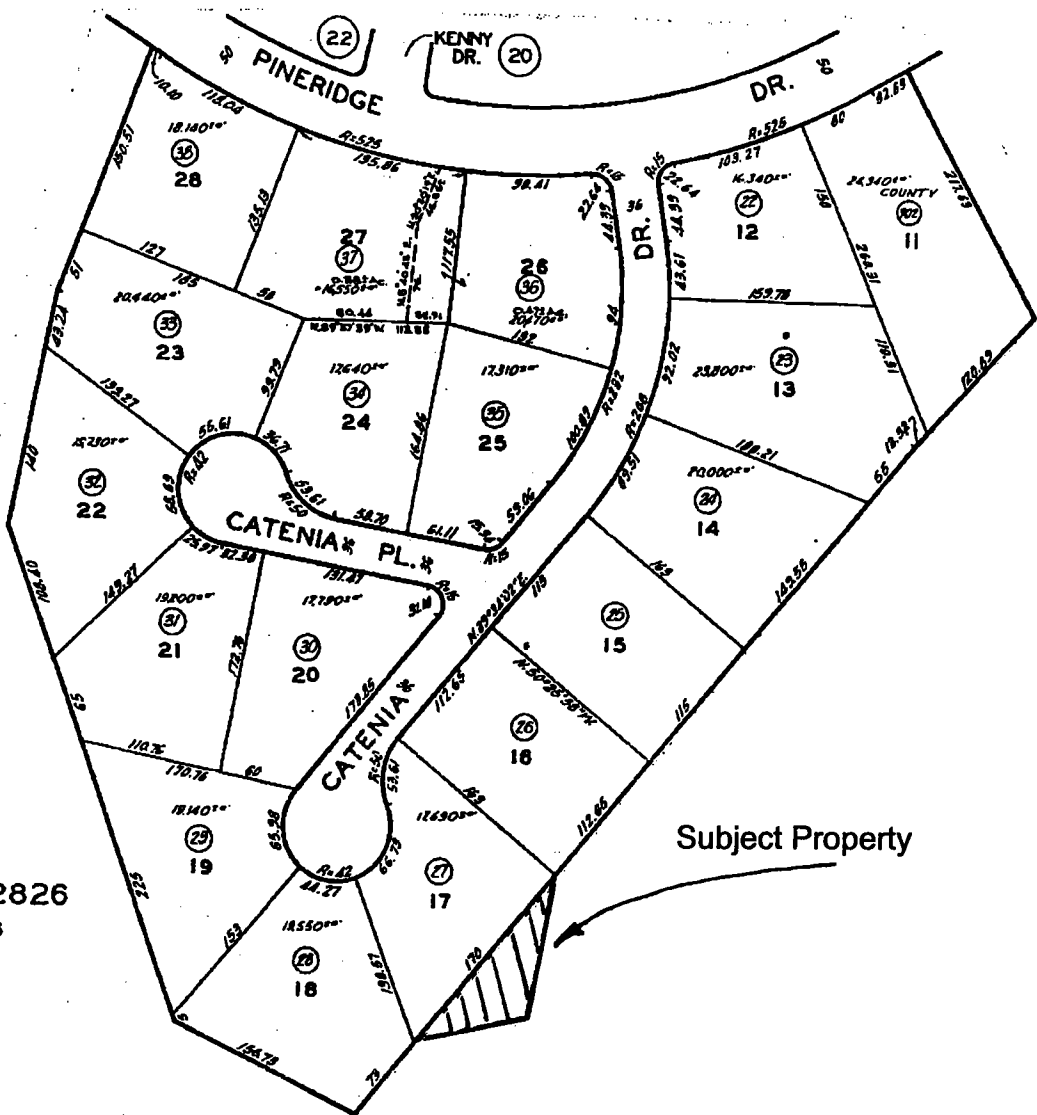
ATTEST:
Violet Varona-Lukens
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By Helen S. Barker
Deputy

SD:knollwoodamendno2
07/21/04



TRACT NO. 22826
M.B. 686-94-96

CODE
16

FOR PREV. ASSMT. SEE: 2609-36

KNOLLWOOD

Exhibit A

Legal Description

That portion of Lot 127, of Tract No. 22829, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 620, Pages 71 to 78, inclusive, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southwesterly terminus of that certain course in the Northerly line of said Lot 127 having a bearing of South 39° 35' 17" West and a length of 674.76'; thence along said Northerly line of said Parcel 127, North 39° 35' 17" East 73.00 feet to the true point of beginning; said point also being the Southwest corner of Lot 17, of Tract No. 22826, as per Map recorded in Book 666, Pages 94 to 96, inclusive, of Maps; thence South 20° 49' 47" East 19.42 feet; thence North 45° 59' 50" East 103.41 feet; thence North 26° 08' 51" East 40.12 feet; thence North 20° 06' 10" East 40.15 feet; thence North 50° 25' 58" West 5.79 feet to the most Westerly corner of said Lot 17 of said Tract No. 22826; thence Southwesterly along the common line of said Tract No. 22826 and Tract No. 22829 170.00 feet to the true point of beginning.

Total area of this described land is 3,652.36 square feet.